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COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN
SUPERINTENDENT

Clymer Central School District

And

CLYMER EDUCATION ASSOCIATION

JULY 1, 2005 – JUNE 30, 2009

RECEIVED

DEC 04 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOTICE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION, TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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PREAMBLE

This agreement is the result of collective negotiations between the Clymer Central School District Superintendent, of Clymer, New York (hereinafter referred to as the Board) and its professional employees represented by the Clymer Education Association (hereinafter referred to as the Association) which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law), so that the cause of public education may best be served in Clymer Central School.

RECOGNITION

The Board, having determined that the Clymer Education Association is supported by a majority of the teachers in the unit described below, hereby recognizes the Clymer Education Association as the executive negotiating agent for the teachers in such unit. Such recognition shall extend until one hundred and twenty days (120) prior to the expiration date of this agreement unless another employee organization submits to the Board a competing claim of majority support and submits as evidence in support thereof a certified list of its members equal to or greater than thirty percent (30%) of the teachers in the unit during the thirty (30) day period prior to the above deadline or the two (2) year anniversary dates thereof. In which case the matter will be resolved according to procedures established by the Public Employment Relations Board pursuant to Article 14 (Section 205) of the Civil Service Law.

1. The unit recognized includes the following titles:

INCLUDED:

ALL CERTIFICATED TEACHING PERSONNEL (EXCLUDING TEACHER ASSISTANTS)

ALL LONG TERM SUBSTITUTES

2. The following titles are hereby excluded from certification and recognition as part of the unit:

EXCLUDED:

ALL CERTIFICATED ADMINISTRATIVE PERSONNEL,

ALL TEACHER AIDES AND ASSISTANTS

ALL PER DIEM SUBSTITUTES

ALL OTHER EMPLOYEES OF THE DISTRICT

ARTICLE 1 – CONCERNING THIS AGREEMENT

SECTION 1.1 – DEFINITIONS

1.1.1 “District” means the Clymer Central School District and applies to all persons (e.g., the Superintendent of Schools, administrators, principals) and bodies (e.g., the Board of Education authorized to act on behalf of the District).

1.1.2 “Board” means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.

1.1.3 “Superintendent of Schools” means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools. Anything, which this Agreement requires or permits

the Superintendent of Schools to do, may be done by, a person designated by the Superintendent of Schools to act on behalf of the Superintendent of Schools.

1.1.4 “Association” means the Clymer Education Association.

1.1.5 “Party” means the District or Association.

1.1.6 “Parties” means the District and Association

1.1.7 “Agreement” means the Agreement, all appendices referred to in this Agreement, and all amendments to the Agreement.

1.1.8 “Employee” means a person holding a position included in the Preamble of this Agreement.

1.1.9 Gender neutral agreement. Any provision of this Agreement referring to either a male employee or a female employee shall apply with equal force and effect to an employee of the opposite gender.

1.1.10 “Long Term Substitute” means a substitute hired by the Board as a long term substitute.

SECTION 1.2 INTERPRETATION AND LEGAL EFFECT

1.2.1 COMPLETE AGREEMENT - This Agreement shall constitute the full and complete commitment between the parties. This agreement shall supersede any rules, regulations or practices of the Board, which will be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board regarding contracted personnel for instructional or professional purposes.

1.2.2 SAVINGS CLAUSE – If any provision of the Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

1.2.3 LEGAL EFFECT – Any provision of this Agreement, which cites a law, rule or regulation is intended to be and shall be interpreted as being a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of the Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control.

1.2.4 SCHOOL POLICIES – This contract, school board policies, and the teachers’ handbook, contain the operating procedures for professional personnel. Where a variance occurs, the contract governs. The School Board shall continue to provide the teaching staff with copies of current policies and provide copies of new policies as formulated.

1.2.5 INDIVIDUAL AGREEMENTS – Any individual arrangement, agreement or contract between the District and an individual teacher, heretofore executed, shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, the Agreement, during its duration, shall be controlling unless reduced to writing and signed with the mutual consent of both parties. Except, that if a teacher cannot be hired on the starting step of the

salary schedule and it is necessary to pay at a higher step of the schedule, the Superintendent shall notify the President of the Clymer Education Association in writing. The Superintendent shall also be required to notify the President of the Association of all vacancies existing in the staff within two (2) working days of the vacancy or (upon the resigning teacher's request for privacy) before anyone is interviewed for the position.

1.2.6 MANAGEMENT RIGHTS – The District reserves unto itself all normal managerial prerogatives delegated to it under the laws of New York State and the United States.

SECTION 1.3 OTHER ASSOCIATION/DISTRICT RELATIONS

1.3.1 RIGHT TO JOIN OR NOT JOIN ASSOCIATION – The District and the Association recognize that the teachers have the right to join or not join the Association. The District agrees to deduct from the wages of all teachers in the negotiating unit who are not members of the Association an agency fee in the amount equivalent to the dues of the Association including dues of the National Education Association and the NYSUT and to promptly transmit the sums so deducted to the Association.

1.3.2 RECOGNITION OF TEACHING AS A PROFESSION – The District and the Association firmly believe that the primary function of the Board and its professional staff is to provide an education to each child attending the Clymer Central School District. The District and the Association recognize that members of the professional staff require specialized qualifications for the success of the educational program in Clymer Central School. The District recognizes that teaching is a profession. The District and the Association believe that the vital objectives of the educational program are best realized when mutual understanding, cooperation, and effective communications exist between the Board and its professional staff.

1.3.3 DUES DEDUCTION – The District will deduct Association membership dues from the salaries of employees upon the presentation of voluntary dues deduction authorization cards signed by individual employees. The cards shall be submitted to the District two (2) weeks prior to the payroll period the deductions are to begin. The District will transmit the monies monthly to the Association. The Association shall submit to the Superintendent, prior to the start of each school year, a notice signed by the President of the Association of the amount of dues to be deducted for each employee. The Association shall indemnify, defend and hold the District harmless against any and all claims, demands, suits, or other forms of the liability that shall arise out of or by reason of action taken or not taken by the District pursuant to this paragraph.

1.3.4 AGENCY FEE – The District agrees to deduct from the wages or salary of employees of such negotiating unit who are not members of the Association the amount equivalent to the dues levied by the Association, and shall transit such monies to the Treasurer of the Association. Provided, however, that the foregoing provision of this section shall only be applicable in the case that the National Education Association has established and maintains a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro-rata share of expenditures by the National Education Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Association shall defend and hold the District harmless against any and all claims, suits or other forms of liability that shall or may arise by reason of actions taken or not taken by the District to comply with the terms of this provision, or in reliance on a certification issued by the Association.

1.3.5 NO STRIKE – NO LOCK-OUT – The Association agrees that there will be no strikes, slow-downs or other interferences with school operations during the term of this Agreement. The District agrees that there shall be no lock-outs during the term of this Agreement.

1.3.6 PROFESSIONAL COUNCIL – The Professional Council is established for the purposes of discussing non-contractual professional concerns. The Council shall consist of the Board President, the CEA President, two (2) CEA Vice-Presidents, the Superintendent, and all Building Principals in the District.

SECTION 1.4 NEGOTIATION OF SUCCESSOR AGREEMENTS

1.4.1 AREAS FOR DISCUSSION AND AGREEMENT – This is an agreement between the Superintendent and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The District and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Clymer Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and other rules and regulations, as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

1.4.2 NEGOTIATING TEAMS – The designated representatives of the Superintendent will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

1.4.3 NOTIFICATION PROCEDURES – Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting shall be set and a meeting held not more than fifteen (15) school days following such request. The initial meeting will be for the consideration of articles to be discussed. At the second meeting both parties will submit, in writing, all articles proposed for discussion. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties. When it is appropriate for either party to amend this Agreement, notice must be given by February 1 of the last year of this Agreement. Amendments resulting from such negotiations shall take effect the following July 1, or at such other time as may be mutually agreeable to both parties.

1.4.4 NEGOTIATION PROCEDURES – Designated representatives of the Superintendent, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, and agreement. Following the initial meetings as described in paragraph 1.4.3 above, such additional meetings shall be held as the parties may require to reach an understanding on the issues or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time other than the regular school day. The time may be extended by mutual agreement.

1.4.5 NUMBER OF OPEN ARTICLES – During the negotiations of this Agreement at the end of its term, the parties shall mutually agree upon a number of articles, which may be opened by each party for negotiations. The number of articles shall be mutually agreed upon to be an equal number and shall not exceed four (4) articles for each party, as well as salary.

1.4.6 EXCHANGE OF INFORMATION – Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issues under consideration.

1.4.7 CONSULTANTS – The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

1.4.8 CONFIDENTIALITY – The parties agree that, during the period of negotiation and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media or public unless such an issuance has the prior approval of both parties, except for consultants as indicated in 1.4.7 above.

1.4.9 TENTATIVE AGREEMENT REDUCED TO WRITING – When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval.

1.4.10 RESOLVING DIFFERENCES IN THE NEGOTIATIONS PROCESS – Differences in reaching a collective bargaining agreement will be resolved in accordance with Taylor Law impasse procedures. The fact that an impasse exists does not prevent further discussion between the Association and the Superintendent in an effort to reach an agreement with or without the aid of the Public Employment Relations Board. Every effort will be made to review all proposals and counter-proposals and to reach an agreement without the necessity for declaring an impasse and before sixty (60) days prior to contract expiration.

1.4.11 AMENDMENT OF THIS AGREEMENT – This contract may be amended only by the mutual written consent of both parties which must be reduced to writing and signed by both parties and ratified by the Association membership and the Board of Education if otherwise required by law.

1.4.12 COPIES – Copies of this Agreement shall be printed at the expense of the District and given to all teachers now employed or hereafter employed by the District at the time of employment or within a reasonable time after finalization of this Agreement. An additional twenty-five (25) copies of this Agreement shall be furnished to the Association.

1.4.13 CONTINUATION OF AGREEMENT – In the event that negotiations for a new contract have not been completed, this contract will continue to be in effect until such date as the new contract has been approved by both parties.

1.4.14 DURATION – This Agreement shall begin on July 1, 2005 and continue in effect until June 30, 2009.

ARTICLE 2 – EVALUATION AND PERFORMANCE APPRAISAL

2.1.1 PURPOSE OF APPRAISAL – The purpose of appraisals is to ensure that a teacher receives from the administration candid appraisals of their work and suggestions on ways to correct their professional deficiencies. The teacher is expected to cooperate in such matters.

2.1.2 EVALUATORS – The work performance of all teachers shall be evaluated in writing by the Superintendent, or other administrator. The written evaluation shall be submitted to the teacher within fifteen (15) school days after he has been observed.

2.1.3 RIGHT OF REVIEW – Each teacher shall have the right upon request and by an appointment to review the contents of his own evaluations file as maintained by the school.

2.1.4 RECEIPT OF EVALUATION MATERIAL – A teacher shall receive a copy of each evaluation done and shall have an opportunity to review the material with the evaluator.

2.1.5 RIGHT TO REPLY TO AN EVALUATION – Each teacher shall have the right to have included in his evaluation file at his request his written response to supervisory evaluations, or any other material therein.

2.1.6 RIGHT OF OPEN EVALUATION OF WORK – All monitoring or observation of work of the teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices for purposes of evaluation shall be strictly prohibited. Videotaping of lessons as required by state regulations is not prohibited by this paragraph.

2.1.7 ANNUAL PROFESSIONAL PERFORMANCE REVIEW – The CEA recognizes the current APPR developed by the district.

SECTION 2.2 PERSONNEL FILE

2.2.1 EMPLOYEE REVIEW OF PERSONNEL FILE – An employee may request to review his/her personnel file maintained by the District. Such request for review shall be in writing, scheduled at a mutually convenient time and will be observed by a District representative. Excluded from review shall be any confidential materials. Confidential materials as defined in this section shall include, recommendations for employment or promotion, as well as initial employment references.

2.2.2 COMPLAINTS CONCERNING EMPLOYEES – Any difficulty or complaint concerning an employee which is to become a matter of record shall be discussed by a District representative with that employee before it is placed in the District's personnel file on that employee. An employee shall sign said material, which shall serve as acknowledgment that the matter has been reviewed, but does not signify agreement.

2.2.3 EMPLOYEE RESPONSES – An employee shall have the opportunity to include in his/her personnel file, maintained by the District, a written response to any material contained therein.

ARTICLE 3 – LEAVES OF ABSENCE

SECTION 3.1 SICK LEAVE AND BEREAVEMENT LEAVE

3.1.1 SICK LEAVE ALLOTMENT – Teachers shall be entitled to fifteen (15) days of sick leave with full pay, three (3) of which may be used for personal leave. Sick days may be used for personal sickness or up to twelve (12) sick days per year may be used for serious illness in the immediate family as defined in 3.1.3. The fifteen (15) days shall be available as of the first working day of each school year, whether or not the teacher reports for duty on that day. One and one-half (1.5) additional days will be added for each additional month, or major portion thereof, for employment in the school year beyond the regular ten (10) month contract period. Days of sick leave may be accumulated from year to year to a maximum of two hundred (200) days.

3.1.2 IMMEDIATE FAMILY DEFINITION – Immediate family, for the purpose of determining both sick leave and bereavement leave, shall be considered as those members of the teacher's immediate family as follows: husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, or grandparents. In the event the teacher does not have any persons within the above definition of immediate family, but has other relatives that have raised such person (for example, such as having been raised by an aunt and uncle) an application for deviation from the definition of immediate family may be submitted to the Superintendent for approval for the use of family illness or bereavement leave as the situation requiring leave arises. The Superintendent's discretion in granting or denying such family or bereavement leave shall not be subject to the grievance or arbitration procedures of this Agreement or set practice or precedent.

3.1.3 BEREAVEMENT LEAVE – All full-time and part-time employees will be allowed a paid bereavement leave with a maximum of five (5) days for death in the immediate family (as defined above in section 3.1.3) of the employee. Bereavement leave will not be deducted from the employee's sick time.

SECTION 3.2 EXTENDED SICK LEAVE

3.2.1 ELIGIBILITY – Any teacher whose personal illness extends beyond the period of paid sick leave shall, upon written application, be granted a leave of absence for such time as is necessary for complete recovery to a maximum of one (1) year, as determined by the school doctor or his designee. A teacher taking extended leave of absence for personal illness shall be entitled to return to a position in the Clymer Central School District.

3.2.2 NOTIFICATION OF RETURN – The teacher must contact the Superintendent in writing, not later than ninety (90) days prior to the end of the semester such leave is to expire (November 1 or April 1) concerning their plans for the next school term. Unless an extension is requested and granted, or the teacher signifies his intention to return to service at the expiration of the leave, the Teacher shall be considered to have abandoned the position, and the Board shall terminate their service. While on extended leave of absence for personal illness, the teacher shall not accept full-time employment.

3.2.3 PHYSICIAN'S RELEASE - The teacher must be certified by the school physician or other physician designated by the Board in order to return to employment. The District shall pay the cost of this examination providing the employee utilizes the school doctor. Any cost incurred for this examination must first be submitted through the health insurance plan.

3.2.4 EFFECT ON STEP INCREMENT AND SALARY - No salary shall be paid during such leave time. This leave shall not be deemed a break in service. A teacher starting on leave in the first half of the school year shall return to the same salary step. A teacher starting on leave in the second half of the school year shall return to the next higher salary step.

3.2.5 ELIGIBILITY FOR HEALTH INSURANCE - The teacher may continue in the District's health insurance plan at his own expense during such leave. The teacher will not be eligible for any other benefits.

3.2.6 HEALTH CERTIFICATE – Any teacher returning from an extended leave of 3 or more days due to a medical reason shall, at the Superintendent's discretion, present a certificate from their

personal physician and/or the school physician stating that they are physically fit to return to normal teaching duties.

SECTION 3.3 PERSONAL LEAVE

3.3.1 PERSONAL DAYS - ALLOTMENT - All teachers shall be entitled to three (3) days of personal leave with pay each year to be deducted from sick leave allotment. There shall be no restriction on personal leave days, but only three members of the association will be allowed to utilize this leave at one time unless waived by the Superintendent. Applications for personal leave will be time-stamped and will be on a first-come basis. Application for personal leave days shall be submitted on the appropriate form at least three days prior, (unless it is an emergency and/or waived by the Superintendent.) The day before or after a holiday may only be taken if waived by the Superintendent.

SECTION 3.4 GENERAL LEAVE

3.4.1 LENGTH OF LEAVE - Any teacher who has attained tenure in the District may submit a letter to the superintendent requesting for a leave of absence for a minimum of one-half (.5) of a school year or up to a maximum of two (2) full school years. The decision to approve this leave rests with the Superintendent and any action would not set practice or precedent.

3.4.2 RIGHT TO RETURN - A teacher taking such leave shall be entitled to return to a position in the school District.

3.4.3 SALARY AND HEALTH INSURANCE - Such teacher will receive no salary, will not advance on the salary schedule, and will not receive longevity credit for the period of time spent on general leave. This leave, however, shall not be considered to be a break in service. The teacher will be permitted to remain covered under the District's health insurance coverage; however, the full cost of said coverage, shall be paid for by the teacher with no District contribution whatsoever.

3.4.4 PRIOR NOTIFICATION FOR LEAVE - The teacher making application for a General Leave of Absence will do so in writing by November 1, or April 1, of the school semester preceding the requested leave of absence. The application shall include the beginning and the termination dates of the leave.

3.4.5 NOTIFICATION OF RETURN - The teacher must contact the Superintendent in writing, not later than ninety (90) days prior to the end of the semester such leave is to expire (November 1 or April 1) concerning his plans for the next school term. Unless an extension is requested and granted, or the teacher signifies his intention to return to service at the expiration of the leave, the teacher shall be considered to have abandoned the position, and the Board shall terminate his service.

3.4.6 BOARD DISCRETION - The Board in its complete discretion shall approve or reject the leave of absence within thirty (30) calendar days of such application. The rejection of such leave shall not be subject to the grievance procedure and the granting of said leave shall not establish a custom, practice or precedent for future applicants.

SECTION 3.5 ASSOCIATION LEAVE AND CONFERENCE LEAVE

3.5.1 ASSOCIATION LEAVE ALLOTMENT - The School District shall grant an overall total of seven (7) days of leave of absence for the purpose of conducting Association approved, Association business without charge to the individual or the Association. Such leave is not to be deducted from personal leave days or from accumulated sick leave.

3.5.2 EDUCATIONAL CONFERENCE LEAVES - Teachers may also be excused to attend educational visitations, conferences, trips, or meetings without loss in salary or charge against sick leave or personal leave days provided that the Superintendent approves such absence in advance.

3.5.3 PRIOR APPROVAL OF EXPENSES - Educational visitations, conferences, trips or meetings, for which the teacher expects to be reimbursed for necessary expenses, must be requested thirty days in advance when possible and approved by the Superintendent or their designee.

SECTION 3.6 PUBLIC OBLIGATIONS AND SERVICES - JURY DUTY

3.6.1 Teachers shall be entitled to leave with full pay for the following public obligations and services:

- (A) appearance in any legal proceeding connected with the teacher's employment.
- (B) the performance of jury duty; or
- (C) appearances compelled by subpoena in any legal matter in which the teacher is not a litigant in the matter.

SECTION 3.7 MILITARY LEAVE

3.7.1 Military leave should be granted in accordance with New York State Military Law Section 243.

SECTION 3.8 CHILD-REARING LEAVE

3.8.1 MATERNITY LEAVE - Maternity leave shall be granted for any period of disability in connection with childbirth. An employee shall be entitled to use sick leave for any period of such disability. Teachers returning after leave must have a certificate from the attending physician and/or school physician stating that she is physically fit to perform normal teaching duties. Maternity leave ends when the teacher's physician states that she is capable of performing her duties. FMLA requires the district to provide 12 weeks of medical coverage.

3.8.2 BEGINNING DATE AND LENGTH OF CHILD-REARING LEAVE - A teacher wishing to utilize a child-rearing leave shall notify the Superintendent as early as possible, but no less than sixty (60) days prior to the start of such leave. Such period may be waived due to an unforeseen emergency. Child-rearing leave shall begin at the time the mother's physician states that she is no longer disabled and is capable of performing her duties. The leave shall terminate at the end of one (1) of the next three (3), semesters after termination of the maternity leave.

3.8.3 ADOPTIVE LEAVE BEGINNING DATE - In the event the leave is for an adopted child, written notice will be given to the Superintendent upon acceptance as an adoptive parent. Upon receipt of the child, second written notification will be given to the Superintendent stating when leave will be started. The leave will terminate at the end of one (1) of the next three (3) semesters after commencement of the leave.

3.8.4 EFFECT ON PROBATIONARY PERIOD - If a child-rearing leave is granted before the expiration of the probationary period, the teacher must complete the unexpired portion of the probationary period satisfactorily upon return from leave before permanent appointment is granted.

3.8.5 RIGHT TO RETURN - A teacher taking a child-rearing leave shall be entitled to return to a position in the Clymer Central School District comparable to the one the teacher held prior to going on leave. The teacher does not advance on the salary schedule, the teacher does not receive longevity credit, and this is not to be deemed to be a break in service. The termination of the leave shall be agreed upon between the teacher and the Superintendent at the time the leave is requested. Teachers are encouraged to return to service, preferably at the beginning of the school year.

3.8.6 SALARY DURING LEAVE - No salary will be paid to any teacher during child-rearing or adoptive leaves. Benefits can be purchased through COBRA.

SECTION 3.9 SICK LEAVE BANK

3.9.1 ELIGIBILITY - Any teacher who has completed more than one (1) year of teaching service in the Clymer Central School system shall have the opportunity to join the Sick Leave Bank by contributing three (3) days of their accumulative sick leave to the sick leave bank prior to October 1st of the school year. The intent of the Sick Bank is for long-term disabilities and illness.

3.9.2 NEW MEMBER'S CONTRIBUTION - New members must contribute three (3) days at the start of their second year of employment and these three days will be added to the bank, even if this would cause the total number of days in the bank to exceed five hundred (500) sick leave bank days.

3.9.3 UTILIZATION OF SICK LEAVE - A member of the sick bank who has exhausted their own personal accumulated leave, may apply to use as many fully paid leave days from the Bank as needed to cover the duration of the condition but not to exceed one hundred twenty (120) days or the remaining days left in the bank, whichever is the lesser or the two.

3.9.4 APPLICATION PROCEDURE - Written application and medical report shall be made to the Superintendent who shall forward said application and report to the Sick Bank Committee, composed of the Superintendent and the President of the Teachers' Association. The Superintendent and the President of the Teachers' Association may each appoint one additional member to serve on the committee. The school physician may be a fifth member of the committee. Days may be granted subject to review by the committee, every twenty (20) school days as needed.

3.9.5 REVIEW OF DECISIONS - Decisions of this committee shall be binding and not subject to the grievance procedure of this Agreement, and shall not set practice or precedent.

3.9.6 TOTAL BANK ACCUMULATION - Unused days remaining in the Sick Bank, upon completion of the school year, shall accumulate to the following year's Sick Bank, to a total accumulation of five hundred (500) days. The Sick Bank Committee will review the number of days accumulated from the previous school year, and prior to the first days of school, shall determine whether the contributions of members shall be proportionately reduced or eliminated. Members must have paid the maximum contribution for four (4) years before they would be eligible for the proportionately reduced or eliminated contributions.

3.9.7 WITHDRAWAL FROM BANK - A member of the Sick Bank may withdraw from the Bank during the first thirty (30) days of any school year, provided they do so in a signed written statement to the Superintendent who shall forward it to the Sick Bank Committee. Days contributed in that year shall be returned to the teacher unless already used.

SECTION 3.10 SABBATICAL LEAVE

3.10.1 ELIGIBILITY - Upon the recommendation of the Superintendent of the School and with the approval of the Board of Education, a sabbatical leave may be granted to a teacher for purposes of formal study. (This shall include travel-study program or independent research related to the teacher's area of competence at an accredited college or university.) To be eligible a teacher must have continuously served at least seven (7) years in the school system. One (1) teacher may be on sabbatical leave in any given school year. In the event of several applications for sabbatical leave for the same year, priority may be given to that teacher with the longest continuous service within the system that has not had previous sabbatical leave. A person who takes one (1) leave must wait seven (7) years before applying for another such leave. This does not set practice or precedent.

3.10.2 APPLICATION PROCEDURE - Applications for sabbatical leave must be submitted to the Superintendent no later than March 2 of the year prior to the year for which leave is requested. Teachers will be informed of the action taken on sabbatical no later than April 15.

3.10.3 SALARY PAYABLE - Sabbatical leaves for one (1) year shall be one-half (.5) of the salary the teacher would have received for the period of the leave. Teachers will be paid full salary for a half (.5) year leave. Teachers will be given credit toward salary increment while on sabbatical leave.

3.10.4 MANDATORY PERIOD OF SERVICE - A teacher granted sabbatical leave shall return to the school system for at least two (2) years after his leave ends. He shall sign a two (2) year note and pay the proportionate part if he leaves before two (2) years of service.

3.10.5 FRINGE BENEFITS - A teacher who is on sabbatical leave shall not lose retirement benefits or any other fringe benefits, which accrue to teachers, who are not on sabbatical leave.

ARTICLE 4 - TEACHER EMPLOYMENT, RECRUITMENT, WORKING CONDITIONS, PROFESSIONAL RESPONSIBILITY

SECTION 4.1 TEACHER EMPLOYMENT AND RECRUITMENT

4.1.1 EMPLOYMENT AND RECRUITMENT - The recruitment and employment of teachers is the sole legal responsibility of the Board of Education. Those charged with the hiring of teachers will try to hire teachers that are fully New York State certified, or are qualified for New York State certification. In the event a position cannot be filled with such a person, written notice shall be given to the President of the Association.

4.1.2 SUBSTITUTES – Whenever possible a certified substitute will be hired for any teacher absent one-half (.5) day or longer. If such absence exceeds twenty (20) school days an effort shall be made to secure the services of a fully qualified and certified substitute.

4.1.3 SENIORITY - In determining seniority for purposes of this Agreement, the commencement of seniority shall occur with the teacher's most recent date of hire within the Clymer School District. If necessary, the order of seniority shall be by the order of the official Board minutes of the District.

4.1.4 APPOINTMENT TO VACANCIES - Assignments to vacancies shall be based on certification, seniority, qualifications and experience, but are subject to the Superintendent's discretion.

4.1.5 VOLUNTARY TRANSFERS - Teachers desiring a change in grade, subject or assignment or promotion to any position for which a vacancy has not been advertised, shall file a written statement of such desire. The wishes of the teacher shall be considered when resolving a request for voluntary reassignment and/or transfer.

4.1.6 INVOLUNTARY TRANSFERS - Involuntary transfer of a teacher by building or assignment, shall be held to a minimum by the District. Notice of such involuntary transfer shall be given to teachers as soon as possible.

4.1.7 ASSIGNMENT NOTICE - Teachers shall be notified of their tentative schedule as soon as possible, but no later than the last day of school or of the semester, in writing, of their assignments for the following school year. Included in the notice shall be the grades or subjects they have been assigned to teach and any special or unusual classes to which they are assigned. Teachers assigned to compensated duties shall also be notified when possible.

4.1.8 RETURN FROM LEAVE - Teachers that have been on leave shall be entitled to return to a position in the Clymer Central School District provided that a position exists in their tenure area, which is open or occupied by a teacher with less seniority.

SECTION 4.2 TEACHER HOURS

4.2.1 THE SCHOOL DAY – All teachers shall be in the building at their respective work stations from 7:50 AM until 3:15 PM, unless a unit member agrees with the administration to work an equivalent number of hours. This would be at the administration's request and with the association's approval. This shall not set a practice or precedent.

4.2.2 PREPARATION TIME

(A) SECONDARY PREPARATION TIME – Secondary teachers shall receive a minimum of 400 minutes preparation per week as long as the block schedule exists with the following conditions:

1. There can be an exception of up to three (3) teachers that can receive less than 400 minutes per week each semester.
2. The same teacher will not have consecutive semesters of less than 400 minutes.
3. The teachers with less than 400 minutes will not have less than 40 minutes preparation per day.
4. Probationary teachers will not have less than 400 minutes per week.
5. Should a teacher volunteer to do an elective they will not be counted against the three exceptions in number 1 above.

(B) ELEMENTARY PREPARATION – The elementary teachers will have a total of 400 preparation minutes per week with the following understanding;

1. This time can diminish should elementary language and/or computer application not be continued at this level.

4.2.3 SUPERVISORY TIME - Teachers shall be responsible for supervisory time, not to exceed 15 min., each morning at their respective work stations. In addition, secondary teachers may be assigned additional supervisory time (i.e., lunch room duty, breakfast duty, study lab duty).

4.2.4 DUTY-FREE LUNCH - Each teacher shall have a minimum of thirty (30) minutes of duty-free lunch, exclusive of passing time.

SECTION 4.3 WORKING CONDITIONS

4.3.1 PROFESSIONAL RESPONSIBILITY - Teachers may be required to perform professional responsibilities beyond the workday, which may include but are not limited to: parent/teacher conferences, extra help for students, faculty and departmental meetings, parental information nights, and open houses.

4.3.2 CLASS SIZE - The District shall make an effort to work toward a maximum enrollment of twenty-five (25) persons per class.

4.3.3 STUDY LABS - The District shall make an effort to limit study labs to fifty (50) students or less.

4.3.4 STAFF MEETING NOTIFICATION – Except in an emergency, teachers shall be notified at least three (3) days in advance of staff meetings, which the administration expects them to attend. An effort will be made to not schedule meetings on Fridays or days prior to a vacation and to limit their length to no more than 1.5 hours.

4.3.5 EVENING ASSIGNMENTS - The District may require teachers to attend up to one (1) parental information night per school year and up to one (1) open house night per school year.

4.3.6 NUMBER OF DAYS - In the event that either zero (0), one (1), or two (2) emergency closing days are used, the District will automatically extend the Memorial Day recess to include the

Friday before the regularly scheduled vacation. If three (3) or four (4) emergency closing days are used, such extended vacation will be at the Board's discretion.

4.3.7 CALENDAR – The school calendar will be set at the discretion of the District and will be set at no more than 187 days. Three (3) additional days may be purchased by the District for professional development activities and will be compensated at 1/200th of each individual's salary. The District shall notify teachers of the scheduled days as soon as possible but not later than the last work day of the prior school year.

4.3.8 MENTOR PROGRAM – In accordance with the Clymer Central School mentor program and with administrative approval, mentors may be assigned to assist designated (probationary or tenured) teachers. Mentors will receive a \$250.00 stipend and mentees will receive \$140.00. Also, teachers selected as mentors for designated teachers may be assigned a mentoring period in lieu of a supervisory duty or class.

4.3.9 CURRICULUM RATE – The curriculum rate shall be set as follows:

2005-2006	\$25.00
2006-2007	\$27.00
2007-2008	\$30.00
2008-2009	\$32.00

4.3.10 PROFESSIONAL DEVELOPMENT PLAN – Each teacher shall develop a Professional Development Plan (PDP) consistent with the State Education Department mandates.

4.3.11 DISTANCE LEARNING – The intent of distance learning is to provide opportunities for our students, using either staff from our school or from a remote site that would allow us to offer undersubscribed sections of a particular course or new course offerings as part of our continuum of curricula. When staffing distance learning courses, the district will only assign teachers who will voluntarily commit to teach an entire course or sequence. Further, the district does support that distance learning teachers may want to visit remote sites or receive specialized training specific to our facility. This can be accomplished by providing substitutes when needed. Also, the district may either approve the use of a district vehicle or pay compensation for mileage for transportation to and from home to a remote site if the remote site is not on the way to work. Only mileage beyond that which would be considered for travel to work from home may be compensated. Prior approval and determination of reimbursement or district vehicle use will be made by the building administrator. Furthermore, teacher observations for the purpose of formal staff evaluations will be completed by an observer physically present in the class and not through the use of a video tape or other video storage media.

SECTION 4.4 TENURE

4.4.1 PROBATIONARY PERIOD - The probationary period for all teachers shall be three (3) years, or according to the current New York State Education Law.

4.4.2 NOTIFICATION OF TENURE DENIAL - Should the District decide to terminate the services of a probationary teacher, the teacher shall be notified in writing as soon as a decision has been made but not later than sixty (60) days prior to the effective date of dismissal. Should any teacher desire to terminate his services, the Superintendent shall be notified in writing as soon as the

decision has been made but no later than sixty (60) days prior to the end of the school year (school year ends June 30).

4.4.3 PROBATIONARY EVALUATIONS - A probationary teacher shall receive a written statement of evaluation with respect to strengths and weaknesses by the conclusion of the first and second years. This statement shall also include reference to satisfactory or unsatisfactory performance to date.

4.4.4 REQUIRED MEDICAL EXAMINATION - In order to be eligible for permanent appointment, all teachers must present to the Board between January 2nd and April 1st of the last year of the probationary period a satisfactory health certificate from a physician, approved by the Board. If examined by the school physician, the Board will pay the expense or if examined by other than the school physician, the teacher involved must pay the expense.

SECTION 4.5 PROFESSIONAL IMPROVEMENT - FULLY CERTIFIED TEACHERS

4.5.1 ELIGIBILITY - A fully certified teacher (one holding a permanent teaching certificate) who satisfactorily completes an educational course related to their certification area at any accredited college or university shall be entitled to the benefits under this section.

4.5.2 GRADUATE HOURS CREDIT - When a teacher accumulates a block of six (6) hours they should submit a request to the Superintendent to review their status to receive payment according to Article 4 Section 4.5.3. The official transcript from the college or university will be necessary for this review.

4.5.3 PROCEDURE FOR RECEIVING PAYMENT - Teachers will be paid within (30) days of receiving the superintendent's approval after submission of billing and/or transcripts. Payment will be retroactive to the time of course completion (beginning September or February.)

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1.1 DEFINITION - A grievance is a claim by either an employee or the Association representing the employee(s) that there has been a violation of a provision or provisions of this Agreement.

5.1.2 STAGE 1 - The aggrieved will first discuss the matter with his immediate supervisor, with the objective of resolving the matter informally. If a resolution cannot be reached on an informal level, the aggrieved will reduce his grievance to writing, on the mutually agreed upon form, and if appropriate, the aggrieved may be accompanied and/or represented by a designee of the Association.

5.1.3 STAGE 2 - The immediate supervisor shall schedule a meeting to consider the grievance with the aggrieved person(s) and the designated Association representative within ten (10) days after receipt of the grievance. The immediate supervisor shall respond in writing to the grievance within ten (10) days after the Stage 2 meeting is held. To be a valid grievance to which the District must respond, the grievance must be submitted in writing at Stage 2 not later than the twentieth (20th) day after the grievant knew of or should have known of the occurrence out of which the grievance arose. If the

grievant can validate that they were not aware of the occurrence of the violation (due to vacation, sabbatical leave, etc.) they shall have twenty (20) days from the date which they did receive knowledge of the violation or from the time they resumed active teaching, whichever occurs first, in which to submit the grievance in writing. Proof of notification shall consist of certified mail receipt. If not so filed, grievance rights shall be considered waived.

5.1.4 STAGE 3 - If the aggrieved person(s) and the Association are not satisfied with the response of the immediate supervisor, the Association shall notify the office of the Superintendent in writing within ten (10) days after receipt of the Stage 2 response. The Superintendent or the Superintendent's designee shall schedule a meeting if so requested by the aggrieved and the Association to consider the grievance with the aggrieved person and the designated Association representative within ten (10) days after receipt of the notice. The Superintendent or his designee shall respond to the grievance within ten (10) days after the Stage 3 meeting is held or within ten (10) days after the receipt of the grievance if there is no request for a meeting.

5.1.5 STAGE 4 - OPTIONAL AT BOARD DISCRETION - If the Association is not satisfied with the response of the Superintendent, the Association shall so notify the office of the Clerk of the Board in writing within ten (10) days after receipt of the Stage 3 response. The Clerk of the Board shall schedule a meeting with the Board or a committee of the Board to consider the grievance with the aggrieved person and the designated Association representative within twenty (20) days after receipt of the notice. The Board shall respond to the grievance within twenty (20) days after the Stage 4 meeting is held. Should the Board elect not to hear the grievance they shall notify the Association. The decision of the Board shall be final in all matters unless there is a request within twenty (20) days by a majority vote of the total faculty of the District, on the merits of the grievance by secret ballot, to invoke a binding arbitration settlement. (For example, if the total faculty is one hundred [100] teachers, a majority vote would be fifty-one [51].) Only grievances concerning interpretation or violation of the contract may be taken to arbitration.

5.1.6 ARBITRATION -

(A) If the Association is not satisfied with the response of the Board, the grievance may be sent by the Association to binding arbitration for resolution. To do so, the Association shall send a demand to the American Arbitration Association, ("AAA") and shall simultaneously send a copy of the demand to the office of the Superintendent. The copy must be received in the office of the Superintendent not later than the twentieth (20th) day following the day on which the Board's response/notification is sent to the Association.

(B) The demand shall request arbitration of no more than one (1) specifically identified grievance unless both parties have expressly agreed in writing to the submission of more than one (1) grievance to a single arbitrator. Selection of the arbitrator shall be in accordance with the rules of the American Arbitration Association.

(C) The arbitration will be conducted according to the voluntary Labor Arbitration Rules of the American Arbitration Association to the extent that they are consistent with this Agreement. The fees and expenses of the arbitrator will be shared equally by the District and by the Association. All other expenses will be borne by the party which incurred them but if the adjournment of an arbitration hearing results in a fee being charged by the arbitrator, the party which requested the adjournment shall pay the entire fee.

(D) The arbitrator shall hear the grievance presented, if it is properly before the arbitrator and determine whether this Agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an arbitrable issue may be considered by the arbitrator unless that issue has been previously decided by a court. The arbitrator shall have the right to interpret, apply or determine compliance with the provisions of the Agreement.

5.1.7 TIME LIMITS -

(A) It is the intent of the parties that the grievance be resolved as quickly as possible while the facts of the matter are as fresh as can be in the minds of those involved. Accordingly, the time limits set forth in this Article 5 are of primary importance. Time limits must be strictly observed, to be extended only by mutual consent of authorized representatives of the District and the Association. To be binding on the parties, any such extension must be in writing.

(B) "Days" means all days teachers are scheduled to work.

(C) If the District does not respond to a grievance within the applicable time limit, the Association may submit the grievance to the next stage within the time, which would apply if the response has been given on the last day of the time limit. If the aggrieved person does not appeal the grievance to the next stage within the applicable time limit, the grievance shall be deemed to have been settled by the last response of the District. The District need not consider the grievance further and further appeal is barred.

5.1.8 ELECTION OF FORUM - If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver and a bar to any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency or tribunal (whether judicial, executive, administrative or legislative) not provided for in this grievance procedure. A grievance which alleges conduct that violates this Agreement and which also may violate a law, or rule or regulation having the force and effect of law, may not be submitted to arbitration if the subject matter of the grievance has been or is being simultaneously submitted by the grievant or the Association to any other agency or tribunal (whether judicial, executive, administrative or legislative) for resolution or review.

ARTICLE 6 - ALTERNATIVE TO 3020-A PROCEDURES

6.1.1 NOTIFICATION OF ELECTION OF ALTERNATIVE - A tenured teacher who is served with charges pursuant to Section 3020-a of the Education Law (or any successor thereto) shall, within ten (10) days of receipt of the charges, notify the Clerk of the Board in writing whether he elects (1) a hearing pursuant to the Education Law; or (2) a hearing before an arbitrator; or (3) to waive his right to both a hearing pursuant to the Education Law and a hearing before an arbitrator. Failure to notify the Clerk of the Board in writing within the specified time period shall be deemed to be a waiver of both a hearing pursuant to the Education Law and a hearing before an arbitrator.

6.1.2 SELECTION OF 3020-A ELECTION STATUTORY PROCEDURE - TEACHER

OPTION - If the teacher elects a hearing pursuant to the Education Law, the statute, regulations and other applicable legal authorities shall govern the conduct of the hearing, provided, however, that any suspension of the teacher pending resolution of the charges shall be without pay, and further provided that any alleged failure to comply with the statute, regulations or other applicable legal authorities shall not be grievable under this Agreement.

6.1.3 SUBMISSION TO ARBITRATION ELECTION -

(A) **District Selection of 3020-a Option** - If the teacher elects a hearing before an arbitrator, the District may, within ten (10) days of receipt of the teacher's written election, notify the teacher in writing that the charges shall instead be determined by means of a hearing pursuant to the Education Law. In the event, the District will notify the State Education Department of the need for a hearing in the same manner as if the teacher had elected such a hearing within ten (10) days after receipt of the charges. In that event, the statute, regulations and other applicable legal authorities shall govern the conduct of the hearing, provided that any alleged failure to comply with the statute, regulations or other applicable legal authorities shall not be grievable under this Agreement. Any suspension of the teacher shall be with full pay.

(B) Hearing Before an Arbitrator -

(1) If the District does not elect to have the charges determined by means of a hearing pursuant to the Education Law, pursuant to 6.1.3 (A) above, the District shall within ten (10) days of receipt of the teacher's written election, notify the American Arbitration Association ("AAA") that the District and the teacher wish to have the charges determined by an arbitrator (of the need for an arbitrator to determine the charges against the teacher). The notification shall request the AAA to send to each party (District and Association) a list of ten (10) names of arbitrators. Not later than the tenth (10th) working day after receipt of its copy of the list, each party shall mail its copy of the list to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure shall be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.

(2) The arbitration shall be governed by the Voluntary Labor Arbitration Rules of the AAA for the conduct of the proceedings before the arbitrator, to the extent that such rules do not conflict with the provisions of this Article.

(3) If the teacher is suspended pending the determination of charges by means of a hearing before an arbitrator, that suspension shall be with pay for the first six (6) months thereof and without pay thereafter. The District and the teacher shall endeavor to initiate and complete the arbitration proceeding in as timely a manner as is practicable. However, should the arbitrator determine a delay has taken place during the fourth (4th), fifth (5th) and sixth (6th) months of the suspension with pay (not to include July or August) which would cause his decision to be rendered beyond the date the teacher's suspension with pay would terminate and that delay has been solely caused by the District or its agents, then the arbitrator has the authority to extend the suspension with pay not to exceed the length of said delay.

(4) One-half (.5) of the fees of the arbitrator shall be paid by each party. All other expenses, including the compensation of witnesses incident to the arbitration shall be paid by the party incurring them.

(5) If the parties mutually agree, they shall equally share the cost of a court reporter or other means of making a record of the proceeding. The arbitrator shall be provided with a copy of any record so made.

6.1.4 APPEALS - If the charges are determined by means of a hearing pursuant to the Education Law, that decision may be appealed in the manner provided by law for the appeal of such decisions. If the charges are determined by means of a hearing before an arbitrator, that decision may be appealed in the manner provided by law for the appeal of arbitration decisions.

6.1.5 NOTIFICATION - Copies of the 3020-a charges and documents germane to the processing of the charge through the AAA shall be forwarded to the teacher and the Association simultaneously.

6.1.6 SUSPENSION FOR LACK OF CERTIFICATION - Notwithstanding any other provisions of this section, suspension for lack of certification shall be without pay or benefits.

ARTICLE 7 - STUDENT DISCIPLINE

7.1.1 TEACHER RESPONSIBILITY - Each teacher in the school system shall aid in keeping good order for the safety of the individual child and the group. Therefore, each adult will assume leadership responsibility to alleviate any condition or disturbance, that, would lead to discipline that may occur in his or her presence.

7.1.2 MINOR DISCIPLINE - In general, teachers are expected to solve their own disciplinary problems especially if they are of a minor nature. Each teacher is urged to bring to the attention of the administration any serious problems of discipline, which might arise. Such cases should be reported before the situation gets out of control.

7.1.3 REASON FOR ADMINISTRATIVE DISCIPLINE - Before sending a child to the office for disciplinary purposes, the teacher involved should communicate to the administrator the reason for sending the child.

ARTICLE 8 - HEALTH AND LIFE INSURANCE

8.1.1 HEALTH INSURANCE COVERAGE AND CO-PAYS - All unit members shall be eligible under the Chautauqua County School District Medical Health Plan. There will be a choice of:

1. Point of Service Plan (POS)

District – 88%

Employee – 12%

Prescription Card - \$7 Generic \$15 Brand Name Co pays – District 90%/Employee 10%.

Additionally, employees shall pay any net increase in the prescription card rate beginning September 1, 2005

Optical B – District 90% - Employee 10%

Dental – District 90% - Employee 10%

2. Preferred Provider Organization Plan (PPO)

District – 88%

Employee – 12%

Prescription Card - \$7 Generic \$15 Brand Name Co pays – District 90%/Employee 10%.
Additionally, employees shall pay any net increase in the prescription card rate beginning September 1, 2005

Optical B – District 90% - Employee 10%

Dental – District 90% - Employee 10%

3. Traditional Plan

District - 88%

Employee - 12%

Prescription Card - \$5 Generic \$10 Brand Name Co pays – District 90%/Employee 10%.
Additionally, employees shall pay any net increase in the prescription card rate beginning September 1, 2005

Optical B – District 90% - Employee 10%

Dental – District 90% - Employee 10%

8.1.2 TERM LIFE INSURANCE - All unit members shall be eligible for term life insurance in the amount of ten thousand dollars (\$10,000) paid by the District. Additional amounts of term life insurance can be purchased and paid for by the individuals through this group plan.

8.1.3 ELIGIBILITY FOR HEALTH INSURANCE AT RETIREMENT - For teachers eligible to retire under the rules of the New York State Teachers' Retirement System with twenty (20) or more years of service in the Clymer Central School, the district will pay 80% of the premium for a single person and 60% of the premium for a 2 person PPO or other similar managed care option, for 10 years (ending June 30th of the 10th year.) Two retired, married unit members may enroll in a two-person PPO or 2 single PPO's; whichever is less expensive. Provided however, if a unit member opts for family coverage, the District will pay no more than the cost of the aforementioned PPO coverage. Furthermore, up to 200 days of accumulated sick leave may be used to purchase another policy available from our provided, purchase insurance beyond the 10 year period, pay the employee's portion of the benefit during the 10 years of district contribution or be paid out to the employee in annual amounts not to exceed \$6,000 until the monies are exhausted. The calculation used to determine the sick day benefit amount is the employee's final average salary (FAS) as determined by TRS (less and Tier 1 sick day additions) multiplied by .3.

8.1.4 CHANGE IN CARRIER - The District reserves the right to change health insurance carriers at any time, provided coverage is at least comparable to the current coverage.

8.1.5 WAIVER OF INSURANCE PAYMENT - Any unit member who opts not to participate in the District's health plan (Medical, Major Medical, Prescription Drug) shall receive one thousand dollars (\$1000.00) provided that the unit member would not be eligible for coverage under another district employee's coverage. The member will have the option of receiving the one thousand dollars (\$1000.00) in their last paycheck of the school year with all appropriate taxes being deducted or having the one thousand dollars (\$1000.00) deposited as a lump sum into their 125 flexible spending account October 1st of the following school year. The unit member shall have the right to re-enter the District plan if a change in status eliminates coverage from another plan (the member must make application

within thirty [30] days of the family status change to be eligible) at anytime during the year but would not receive a prorated portion of the one thousand dollars (\$1000.00) for the part of the school year they are in the District plan, subject to the conditions of the plan.

ARTICLE 9 - FLEXIBLE BENEFITS PLAN

9.1.1 PLAN YEAR - The plan year will be October 1 through September 30 of each and every school year.

9.1.2 PROVISIONS OF FLEXIBLE BENEFITS PLAN - The District shall provide a full 125 Flexible Benefits Plan to include the following:

- (a) The administrator will be selected by the District.
- (b) The Plan Document shall include:
 - (1) Insurance premiums Part A
 - (2) Un-reimbursed Medical Part B with three thousand dollar (\$3,000.00) limit
 - (3) Dependent Care Part C
- (c) Any funds remaining in the member's account at the end of the year shall revert to the District.
- (d) The Association and the District agree to share the cost of the administrative fees equally. No charge will be made for premium conversion only.
- (e) If the federal law establishing 125 Flexible Benefits Plans is eliminated, the parties agree to bargain the impact on Part A Insurance Premiums.

ARTICLE 10 - SALARY

10.1.1 PAYROLL DATES AND RATES

(A) The pay dates will be every other Friday: except when the normal Friday pay date is during a vacation, then the pay date will be the last day of school before vacation. There will be a total of twenty-one (21) pay dates with a choice of either twenty-one (21) or twenty-six (26) for the divisor. Those choosing twenty-six (26) shall receive one twenty-sixth (1/26th) of their pay for the first twenty (20) pay periods and the balance of their pay for the final pay period. Teachers may indicate their choice before the end of June to remain in effect for the ensuing school year. New teachers will designate their choice before the time for the first payroll submission.

(B) The school office, upon the request of the individual teacher, shall give payroll deduction for the credit union, and tax sheltered annuity programs.

10.1.2 CLYMER CENTRAL SCHOOL SALARY SCHEDULE

	2005-06	2006-07	2007-08	2008-09
STEPS	SALARY	SALARY	SALARY	SALARY
1	\$32,950	\$33,334	\$33,718	\$34,313
2	\$33,950	\$34,334	\$34,718	\$35,313
3	\$34,950	\$35,334	\$35,718	\$36,313
4	\$35,950	\$36,334	\$36,718	\$37,313
5	\$36,950	\$37,334	\$37,718	\$38,313
6	\$38,200	\$38,584	\$38,968	\$39,563
7	\$39,400	\$39,784	\$40,168	\$40,763
8	\$40,600	\$40,984	\$41,368	\$41,963
9	\$41,850	\$42,234	\$42,618	\$43,213
10	\$43,050	\$43,434	\$43,818	\$44,413
11	\$44,250	\$44,634	\$45,018	\$45,613
12	\$45,650	\$46,034	\$46,418	\$47,013
13	\$47,050	\$47,434	\$47,818	\$48,413
14	\$48,450	\$48,834	\$49,218	\$49,813
15	\$49,900	\$50,284	\$50,668	\$51,263
16	\$51,300	\$51,684	\$52,068	\$52,663
17	\$52,900	\$53,284	\$53,668	\$54,263
18	\$54,500	\$54,884	\$55,268	\$55,863
19	\$56,100	\$56,484	\$56,868	\$57,463
20	\$57,950	\$58,334	\$58,718	\$59,313
21	\$59,750	\$60,134	\$60,518	\$61,113
22	\$61,550	\$61,934	\$62,318	\$62,998
23	\$63,550	\$63,934	\$64,318	\$65,998
24	\$66,225	\$67,609	\$68,634	\$70,009

Any teacher moving beyond Step 24 shall receive a 1% increment in the next year salary.

(B) Masters Degree Deduction – Teachers will receive a deduction of \$1000.00 for not completing a master's degree with at least eighteen (18) hours in their field.

(C) Graduate Hours Payment – Graduate hours will be paid in blocks of six (6) hours as follows:

2005-2006	\$40.00 per hr.
2006-2007	\$50.00 per hr.
2007-2008	\$55.00 per hr.
2008-2009	\$60.00 per hr.

(D) Uncertified Teacher Payment – If for any reason it is necessary that an uncertified teacher be hired, that teacher will be hired at a salary of five hundred dollars (\$500.00) below the bachelor's schedule.

(E) Positions Requiring More than 10 Months – Because of the responsibilities necessary, the following positions require time beyond the regular school year:

1. Guidance Counselor
2. School Psychologist
3. FFA Advisor

These positions shall be based upon need. Time shall be approved by the Superintendent, up to a maximum of twenty (20) days per summer. Compensation shall be 1/200th of the teachers' annual salary per day. When more than one person occupies one of these positions, the time will be divided equally.

ARTICLE 11 –EXTRA CURRICULAR & CO-CURRICULAR SUPPLEMENTAL SALARY SCHEDULES

11.1.1 EXTRA/CO-CURRICULAR SALARY SCHEDULE –

Extra-Curricular		2005-2006	2006-2007	2007-2008	2008-2009
Athletic Director		\$2,450.00	\$5,000.00	\$5,150.00	\$5,304.50
Baseball		\$3,307.50	\$3,400.00	\$3,502.00	\$3,607.06
Basketball Modified Boys		\$2,940.00	\$3,000.00	\$3,090.00	\$3,182.70
Basketball Modified Girls		\$2,940.00	\$3,000.00	\$3,090.00	\$3,182.70
Basketball J.V. Boys		\$2,082.50	\$3,400.00	\$3,502.00	\$3,607.06
Basketball J.V. Girls		\$3,307.50	\$3,400.00	\$3,502.00	\$3,607.06
Basketball V. Boys		\$4,532.50	\$4,700.00	\$4,841.00	\$4,986.23
Basketball V. Girls		\$4,532.50	\$4,700.00	\$4,841.00	\$4,986.23
Basketball V. Timekeeper (Each Evening)		\$63.70	\$65.00	\$66.95	\$68.96
Bowling		\$3,307.50	\$3,400.00	\$3,502.00	\$3,607.06
Cheerleading V. Basketball		\$686.00	\$1,800.00	\$1,854.00	\$1,909.62
Cheerleading Modified Basketball		\$490.00	\$800.00	\$824.00	\$848.72
Cheerleading Football		\$980.00	\$1,000.00	\$1,030.00	\$1,060.90
Football J.V. & V. Assistant (3 Positions)		\$3,430.00	\$3,500.00	\$3,605.00	\$3,713.15
Football V. Head		\$4,532.50	\$4,700.00	\$4,841.00	\$4,986.23
Softball		\$3,307.50	\$3,400.00	\$3,502.00	\$3,607.06
Supervisor (Each Evening)		\$50.00	\$30.00	\$30.90	\$31.83
Tennis		\$2,082.50	\$3,400.00	\$3,502.00	\$3,607.06
Track Boys		\$3,307.50	\$3,400.00	\$3,502.00	\$3,607.06
Track Girls		\$3,307.50	\$3,400.00	\$3,502.00	\$3,607.06
Volleyball Boys		\$1,470.00	\$1,500.00	\$1,545.00	\$1,591.35
Volleyball J.V. Girls		\$3,307.50	\$3,200.00	\$3,296.00	\$3,394.88
Volleyball V. Girls		\$3,307.50	\$3,400.00	\$3,502.00	\$3,607.06
Co-Curricular		2005-2006	2006-2007	2007-2008	2008-2009
Category					
AFS	1	\$490.00	\$500.00	\$515.00	\$530.45
Class Advisor, Senior (Total for 2 Advisors)	4	\$2,605.00	\$3,000.00	\$3,090.00	\$3,182.70
Class Advisor, Junior (Total for 2 Advisors)	4	\$2,755.00	\$3,000.00	\$3,090.00	\$3,182.70
Class Advisor, Sophomore (1)	2	\$850.00	\$1,000.00	\$1,030.00	\$1,060.90
Class Advisor, Freshman (1)	2	\$850.00	\$1,000.00	\$1,030.00	\$1,060.90
Class Advisor, 8th Grade	1	\$765.00	\$500.00	\$515.00	\$530.45
Class Advisor, 7th Grade	1	\$765.00	\$500.00	\$515.00	\$530.45
FBLA	3	\$1,150.00	\$2,000.00	\$2,060.00	\$2,121.80
FCCLA	1	\$980.00	\$500.00	\$515.00	\$530.45

FFA	2	\$980.00	\$1,000.00	\$1,030.00	\$1,060.90
Marching Band	1	\$850.00	\$500.00	\$515.00	\$530.45
Media Production	1	\$0.00	\$500.00	\$515.00	\$530.45
NHS (Includes Magazine Sales)	1	\$370.00	\$500.00	\$515.00	\$530.45
SADD	1	\$0.00	\$500.00	\$515.00	\$530.45
Senior Play	4	\$2,940.00	\$3,000.00	\$3,090.00	\$3,182.70
Student Council	1	\$540.00	\$500.00	\$515.00	\$530.45
Yearbook	4	\$2,695.00	\$3,000.00	\$3,090.00	\$3,182.70

Stipends for 2005-2006 shall be based upon the percents in the previous contract with a \$49,000 base. New stipends were established for 2006-2007 and these stipends shall increase 3% for each subsequent year as indicated above. The salary would be inclusive of any additional time required due to playoffs, additional activities, etc. Bargaining unit members would receive a \$100 longevity increment on their 5th consecutive year of coaching a sport and an additional \$100 on the 10th consecutive year of coaching a sport.

New Co-Curricular Activities: New activities may be considered by the district if there is a sufficient number of students interested in the activity and the activity or similar activity is not currently being funded. The first year of a new activity would be provided without compensation until the district determined that it is viable.

Co-Curricular Expectations: The district and the association shall jointly develop expectations regarding co-curricular activities to include membership, frequency of meetings, maintenance of extra class accounts, by-laws, minutes of meetings, etc.

11.1.2 CLASS ADVISORS – Each class will be assigned one (1) or two (2) advisors who are responsible as homeroom teachers. Other teachers may be assigned as homeroom teachers, but will not function as class advisors. All homeroom teachers will attend class meetings but other than discipline they will have no direct function or responsibility at the meetings.

11.1.3 DEFINITIONS FOR CO & EXTRA CURRICULAR SCHEDULES

(A) First year – First year means the first (1st) time the service is performed for the Clymer Central School, without a five (5) year lapse.

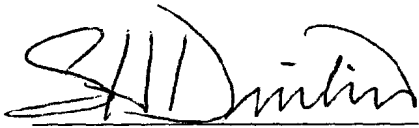
(B) Experienced – Experienced means any person who has performed the service for the Clymer Central School at any time, providing a five (5) year period has not lapsed since the person last performed the task.

11.1.4 EXTRA-CURRICULAR SUPERVISORS – This applies to duties including but not limited to, chaperones, ticket takers, general supervisor, etc. The District retains the right to determine when a supervisor will be utilized and also to select the supervisor.

11.1.5 DISTRICT RIGHT TO FILL – The interscholastic schedules do not imply that the positions listed will be filled. The Board of Education reserves the right to fill only those positions which in their opinion are in the balanced best interests of the students and taxpayers of the school district.

ASSOCIATION

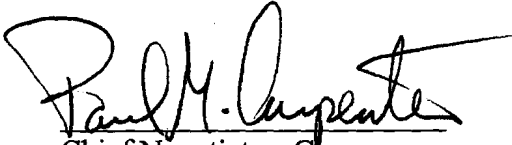
SCHOOL DISTRICT



President, Clymer Education
Association



Superintendent, Clymer Central
School



Chief Negotiator, Clymer
Education Association

Dated this 26th day of June, 2006